# Exhibit J

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# **Logistics Terms for Suppliers**

of

# **LEONI Bordnetz-Systeme GmbH**

(applicable for Suppliers of LEONI Wiring Systems Division)

By signing underneath, the supplier accepts the following terms and conditions:

- 1.) The LEONI Logistics Terms for Suppliers (hereinafter referred to as "Terms") are valid for all deliveries and services of the supplier and the affiliated companies of the supplier (hereinafter referred to as "Supplier" or "Suppliers") to LEONI Bordnetz-Systeme GmbH and the affiliated companies of LEONI Bordnetz-Systeme GmbH that are organized in the Wiring Systems Division of LEONI AG (hereinafter referred to as "LEONI Wiring Systems"). This also shall apply to upcoming affiliated companies of the Supplier as well as to upcoming affiliated companies of LEONI Bordnetz-Systeme GmbH that are organized in the Wiring Systems Division of LEONI AG. The supplier may request a list of the affiliated companies of LEONI Bordnetz-Systeme GmbH that are organized in the Wiring Systems Division of LEONI AG from LEONI Wiring Systems at any time.
- 2.) The supplier signing these Terms completely guarantees and is responsible for that the affiliated companies of the supplier, for which these Terms shall be valid, accept the terms and conditions of these Terms as legally binding and obligatory. The risk of non-acceptance bears the supplier signing these Terms.
- 3.) These Terms are integral part of the individual or general agreements that have been concluded between LEONI Wiring Systems and the Supplier.
- 4.) Applicable law of these Terms shall be the same as agreed between LEONI Wiring Systems and the Supplier by individual or general agreements. If there is no place of jurisdiction agreed between LEONI Wiring Systems and the Supplier by individual or general agreements, applicable law shall exclusively be the laws of the Federal Republic of Germany.
- 5.) Place of jurisdiction of these Terms shall be the same as agreed between LEONI Wiring Systems and the Supplier by individual or general agreements. If there is no place of jurisdiction agreed between LEONI Wiring Systems and the Supplier by individual or general agreements, exclusive place of jurisdiction shall be Nuremberg, Germany.

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| Description | Descri

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#### 1. Purpose and Range of Application

#### 1.1 Purpose

These Terms meant to provide the Supplier with the logistics requirements. It needs to be taken into consideration during development, design and planning of logistics concepts and are a binding part of the order. All deviations from these Terms are subject to mutual and written agreements between the Supplier and LEONI Wiring Systems.

To allow optimum cooperation of the partners, the processes are checked continuously. Process analyses at the Supplier may be carried out to allow for optimizations and to identify savings potential.

The following specifications are to guarantee the smooth and efficient flow of materials between the Supplier and LEONI Wiring Systems.

#### 1.2 Range of Application

LEONI Wiring Systems checks all incoming deliveries with regard to these Terms and agreements entered in the course of the logistics projects. The packing instructions referring to individual part numbers need to be adhered to.

#### 1.3 Objective

Objective of these Terms is the consideration of supply chain matters in the overall process so as to minimize costs and sustain competitiveness.

- Minimum complexity and maximum flexibility
- Simplification of goods/container handling
- Minimum order quantity = one packaging = no more of one daily consumption of a LEONI plant
- Guaranteed process safety delivery on time and in full quantities
- Appropriate protection of the components to minimize damage
- Prevention of waste, minimum number of processes, reduced processing time
- Actively supported and continuous improvement process

#### 2. Information

#### 2.1 Contacts

Supplier and LEONI Wiring Systems shall name the contact persons in material requirements planning (MRP) in charge of the delivery process. The Supplier shall also arrange for and communicate the name and telephone number of a 24-hour hotline that can be reached on all days including weekends and holidays and can give competent answers in the occurrence of material bottleneck situations.

All changes need to be communicated immediately.

#### 2.2 Information

All enquiries and requests need to be answered immediately by those involved in the processes. All issues concerning material availability and multiple delivery dates are to be clarified within a **maximum** of 24 hours. All information on quantity and dates is considered true and binding.

#### 2.3 Remote Data Transmission / EDI

LEONI Wiring Systems communicates all data via electronic remote data transmission. This type of data transfer allows the elimination of paper receipts and repeat data inputs at the receiving party. Wrong entries can thus be reduced to a minimum. The Supplier accepts and promises to employ the below Automotive standards.

#### Standards:

Standards	PPS-Systems FORS	PPS-Systems SIGIP
Release orders	VDA 4905	DELFOR D96A or DELINS V3
Consignment note	VDA 4913	DESADV D96A or AVIEXP V3
Invoices	VDA 4906	INVOIC D96A or INVOIC V3
Detailed call-offs	VDA 4915	DELFOR D96A or DELINS V3

LEONI Wiring Systems is responsible for the flawless electronic communication of release orders to the receiving department at the Supplier. The Supplier is responsible for the necessary hardware and software equipment at his site as well as for the adaptation of his IT systems. An emergency plan needs to be in place for each single IT solution.

Appendix 3 and 4 lists the contacts for the establishment of an EDI connection to LEONI Wiring Systems. First contact is to be made with the person in charge in Supply Chain Management/Logistics.

#### 2.4 Shipping Notice

All data regarding the consignment in transit are to be communicated online to the receiving plant via electronic consignment note (VDA 4913 / AVIEXP or DESADV) immediately after dispatch.

#### 3. Packing

The following clause informs on the packaging requirements for Quality, Transport, Incoming Goods, Warehousing, Material Staging (handling) and Production (material withdrawal).

Unless agreed otherwise, the Supplier arranges for packaging and bears the costs involved. The Supplier makes sure to use easy to transport and to handle packaging that guarantees damage-free delivery to the place of final use. The Supplier is held to use packaging material that shows to be the most economical for the overall process.

Any employment of multi-use packaging is subject to separate agreement. The following subclauses list the general packaging instructions.

#### 3.1 Dimensions and Design of the Load Carriers

LEONI Wiring Systems insists on the use of <u>one-way pallets</u>! Euro pallets are treated as one-way pallets. There will be no exchange of pallets or reimbursement of costs.

The standard cargo units should have the following basic dimensions:

L x W [mm] 1,200 x 800 standard;

L x W [mm] 1,200 x 1,000 subject to coordination with the respective receiving plant.

The height of the cargo unit is to match the means used for transport.

Maximum gross weight of cargo unit: 1,000 kg

Exceptional cases allow reduction of the basic measures to  $800 \times 600$  mm. Coils can be transported on pallets dimensioned 1,200 x 1,200 mm

The total of each package unit may not extend more than 1200 mm!

#### 3.2 Packaging for Plants

Due to the changing and severe provisions regarding wood packaging for overseas shipments, LEONI Wiring Systems prefers the use of one-way plastic pallets for deliveries to the countries concerned. Chipboard pallets (e.g. INKA) can be used as alternative.

Some countries have issued special provisions (e.g. ISPM 15) for the import of wood packaging that absolutely need to be observed. For details, see <a href="http://www.ippc.int">http://www.ippc.int</a>.

The locations listed do not allow the import of untreated wood packaging, i.e. shipments in packing boxes, crates, drums, pallets etc. are prohibited.

Wood packaging is subject to the following conditions:

- · Free of bark,
- Heat-treated, methyl bromide gas-treated
- Submission of an official phytosanitary certificate issued as evidence for treatment
- Package label with information on the treatment technique, place of treatment and code of the treatment company
- A declaration for "non-wood packaging".

Wood packaging / pallets that do not meet the above-listed provisions need to be repacked and/or treated. The costs are billed to the supplier.

The Supplier is responsible for the employment of packaging material that corresponds to the standards and provisions valid in the receiving country.

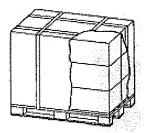
#### 3.3 One-way Packaging

One-way packages need to be shipped on one-way pallets. One-way packaging is provided by the Supplier.

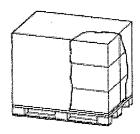
One-way pallets are to fulfil the quality requirements of the material flow. When combining single cargo units, the individual components are to be secured in such a way as to prevent the freight from shifting during transport.

If the called off quantities can be divided in equal parts, one-way cardboard boxes shall be arranged on the pallets in equal layers and correspond to the basic pallet dimensions indicated in subclause 3.1. **Stacks like a pyramid are not allowed!** 

Examples for one-way packages on flat pallets (choose packages that allow stacking!)







#### 3.4 Multi-use Containers (optional)

#### 3.4.1 Empties

On request, the Supplier shall take back the empties when collecting the goods for delivery.

LEONI Wiring Systems returns the containers / packing material in proper, clean-swept condition. The Supplier is to make sure that the containers / packing material are maintained in usable condition. LEONI Wiring Systems shall be informed immediately about damages or in need of repair; in such a case, LEONI Wiring Systems and the Supplier shall discuss and coordinate further steps.

#### 3.4.2 Provision of Cargo Carriers

The transportation of empty multi-use containers is subject to individual treatment and organisation.

#### 3.4.3 Euro Pallets / Euro Box Pallets

In general, Euro pallets and Euro box pallets shall **not** be used.

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#### 3.4.4. Mini-load Containers (KLT)

The use of mini-load containers is generally not intended. For economical or quality reasons or for process safety, however, the employment of mini-load containers can be agreed separately.

#### 3.4.5 Procurement of Multi-use Packaging

On request, LEONI Wiring Systems provides multi-use cargo carriers to their parts Suppliers. The load carriers are made available exclusively for transport to and positioning at the consumer but not for internal production processes or storage purposes.

The cargo carrier requirements are determined by way of the volumes and necessary transit days.

All NEFAB containers / packing material and additional to the Suppliers are procured exclusively by LEONI Wiring Systems. The cargo carriers made available by LEONI Wiring Systems are and remain the property of LEONI Wiring Systems. All costs for damages and loss, i.e. repairs and replacements, are to be carried by the causer. LEONI Wiring Systems organizes repairs and replacements.

#### 3.4.5.1 Repair Process

Damaged packing need to be sorted out immediately in order not to affect the quality of transported goods. LEONI Wiring Systems shall be informed of all damages and their causes and number of damaged containers in writing within 14 days.

The causer shall carry all costs for the replacement or repair of damaged or lost containers. LEONI Wiring Systems organizes repairs and replacements.

#### 3.5 Packing Requirements

The formation and security of cargo units is subject to the following criteria:

- Undamaged parts delivery (no quality impairment);
- · Employment of undamaged and clean packaging;
- Optimized use of cargo space through the formation of streamlined cargo units;
- Securing of the cargo unit with a minimum of packaging material;
- Optimum use of one-way and multi-use packages;
- Avoidance of incomplete layers, e.g. no pyramid stacking;
- Adherence to the indicated standard measurements, i.e. no exceeding of the basic dimensions of the cargo units;
- Double stacking (minimum) of the cargo units must be guaranteed;
- Stability regarding consistency, shape and volume (cargo unit itself must be stable, i.e. no sagging due to cargo's own weight);
- All cardboard boxes are to be dispatched in completely filled condition (cargo security, quality);
- Securing of the cargo by way of plastic strapping (metal straps are not allowed) and/or shrink / stretch wrap;
- Strapping must not cut into cardboard boxes and containers;
- Use of edge reinforcements if the safety of the cargo unit would be endangered otherwise;
- Avoidance or minimization of material mixes or combinations; all necessary combinations need to be easily separable after usage (e.g. iron pegs or nails in wood);
- All one-way packages shall be made of reusable materials that are accepted for recycling in all
  countries;
- Handling via ground conveyers must be guaranteed;
- Single cases must allow unproblematic transport on automatic conveyer and warehouse devices;
- Employment of multi-use packaging if economically advisable in the overall process; generation
  of accompanying documents, e.g. label (VDA4902-4), consignment note following DIN 4994,
  shipping order etc.;
- The parts must be easy to unload;
- Guaranteed protection against humidity and corrosion;
- Adherence to the specified filling quantities;
- The same reference must not be dispatched on several heterogeneous pallets.

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#### 3.6 Labelling

The product label is to allow clear identification of packages and cargo carriers within the intercompany material flow and when transported from supplier to receiver of the goods. The Supplier has thus to make sure that **all** packed units and cargo carriers are provided a carefully filled out and bar coded label. All information on the label must absolutely correspond to the contents of the packed unit or the cargo carrier. To avoid misunderstandings, the Supplier is to remove old transport stickers or labels from the packages and cargo carriers prior to their delivery to LEONI Wiring Systems.

All suppliers are held to attach a VDA / ODETTE label to both package and pallet. For additional information on the standard, please visit <a href="https://www.vda.com">www.vda.com</a> or <a href="https://www.vda.com">www.odette.com</a>.

If the standard cannot be implemented, a time schedule for implementation shall be discussed and coordinated with LEONI Wiring Systems. The packed units must **in any case** be marked with the information that would be indicated on the VDA/ODETTE label.



#### 3.7 Mixed Pallets

A mixed pallet contains several reference numbers on a pallet. All cardboard boxes with the same reference number must be packed on the same pallet. Remaining quantities can be packed on a mixed pallet.

Each mixed pallet is to be marked with a label signed "mixed pallet". The marking must be size 295 x 210 mm (A4 page). Writing has to be in black print letters.

#### 3.8 Empties Accounting

Supplier and LEONI Wiring Systems shall commonly manage the empties and once a month inform on the empties in stock.

#### 3.9 Unlicensed Packaging

If the Supplier uses packaging material that does not meet the agreed upon standards, he has to notify LEONI before shipment. Otherwise LEONI prevents to recharge the corresponding costs for handling and repacking.

#### 3.10 Special Packaging

Packaging other than herein prescribed is subject to separate agreements. The respective processes and costs are to be defined separately and shall be discussed and agreed with LEONI Wiring Systems.

#### 4. Transport

#### 4.1 Transport Concepts

All Supplier offers and contracts have to use one of the following incoterms (according to the Incoterms 2010):

- > FCA (FREE CARRIER named place) Pick up address at warehouse of Supplier
- > CPT (CARRIAGE PAID TO named place) LEONI Consolidation centre
- > DAP (DELIVERED AT PLACE named place) LEONI plant

The FCA terms of delivery require the Supplier to send his pick up advice to the contracted forwarder of LEONI Wiring Systems. The forwarder is responsible for goods pickup according supplier advice. If the pickup place is not identical to the Supplier production plant, the Supplier shall be responsible for organisation and transport to the agreed upon transfer point (Incoterms 2010).

Any site relocation initiated by the Supplier has to be notified to LEONI Supply Chain and Purchasing before application. Prior to changing the production site or moving of the production facilities, the supplier shall obtain LEONI's approval from the respective departments.

The supplier is entitled to part deliveries of released orders only if LEONI Wiring Systems has approved of such part deliveries in writing. The Supplier shall bear all financial and material costs involved in acts in opposition of the above. Also shall the Supplier carry the logistics costs related to storage and return shipments of surplus deliveries and unapproved advance shipments. The costs arising due to bottleneck situations shall be borne by the party causing such situation.

#### 4.2 Material Consignment, Wrong Shipments, Emergency Strategy

The delivery dates indicated in the release orders are to be understood as follow:

FCA named place	pick up date at warehouse of the supplier at the mentioned day
CPT named place	dates of arrival at the specified consolidation point
DAP named place	dates of arrival at the specified plant

If LEONI Wiring Systems is the organizer and payer of the transport, the quantities reported to the contracted forwarder need to be adhered to and loaded. **The goods to be picked up need to be announced to the forwarder no later than 11 a.m. at the day before collection by attached form.** The day of collection is the fixed day given through the EDI sent by the LEONI Wiring Systems plant or separately agreed between LEONI Wiring Systems and the Supplier. The forwarder is entitled to bill all plus or minus deliveries that are caused by the Supplier and lead to additional costs directly to the Supplier.

MRP (Material Requirements Planning) and forwarder must be informed as early as possible (preferably until 4 p.m. on the day of announcement) about changes in delivery.

The goods must be made available as scheduled. At the date of collection, the simultaneous consignment of empties must be possible also. The forwarder shall take care of the necessary customs clearances of empties on behalf of LEONI Wiring Systems. LEONI Wiring Systems and Supplier promise to load and unload the trucks as fast as possible. In case of excessively long loading and waiting times or delayed clearances, the costs for such times shall be carried by the causing party and can be billed directly by the forwarder. None of the parties shall be blamed for waiting periods that cannot be influenced by any of them, e.g. customs clearance including trips to the customs office.

If specific collection dates / waiting periods are exceeded due to the Supplier's fault and if the truck has to leave in order not to endanger other appointments or deliveries, the Supplier shall organise and carry the costs for special transports and see to punctual delivery of the goods concerned.

If the forwarder arrives late, i.e. does not respect the agreed upon period of collection of the goods, he is to accept the assignment of a later pickup period. The Supplier shall make sure to minimize the delay.

All disturbances regarding the consignment process shall be buffered by enough goods in stock at the Supplier. Emergency strategies need to be in place at the Supplier. Aim of the emergency strategy is to exclude any interruption of the actual production process. Top priority is the replacement of the damaged or missing part. Procurement of substitutes or replacements of damaged or missing parts shall be triggered by LEONI Wiring Systems personnel. The Supplier, on the other hand, shall be responsible for the coordination, procurement and prompt provision of replacements for the damaged or missing parts.

#### 4.3 Incoterms

LEONI Wiring Systems prefers the FCA, CPT and DAP terms of delivery. Basis shall be the provisions set forth in the <u>Incoterms 2010</u>. For their better understanding, a brief description of them is given below. Any terms of delivery deviating from the prescribed standards are subject to individual and separate agreement.

#### FCA - FREE CARRIER (named location)

- The supplier consigns the goods to the carrier indicated by LEONI Wiring Systems (see appendix 1) at the agreed upon location. The location need not be the Supplier site.
- If the agreed upon pickup location is not in the Supplier's country, the Supplier is to deliver the goods duty paid.
- It is also the Supplier's responsibility to provide the export documents necessary from the agreed upon location (duplicate of original invoices, export declaration, EUR1 ....).

#### Supplier / seller duties:

- Provision of all documents needed for export (export declaration also for shipments less than 1,000 €, EUR1 ....)

#### **CPT - Carriage Paid To (named location)**

- The CPT terms of delivery are used for deliveries to a consolidation point indicated by LEONI if the supplier carries the freight costs.
- The receiving party named in the master agreement remains the same.
- The supplier makes all export documents (duplicate of original invoices, export declaration, EUR1...) out to the LEONI plant receiving the shipment.

#### Supplier / seller duties:

- Organisation and payment of the costs for the transport to the agreed upon consolidation point.
- The supplier informs the administration of the consolidation point about volume, weight, number and type of packages as well as about the date of arrival of the goods. Notification via fax or remote data transmission until no later than 11 a.m. the day before delivery.
- Punctual consignment at the agreed upon location before 12 am.

#### DAP - DELIVERED AT PLACE (named location)

- The goods are handed over once they have been placed at the disposal of the buyer ready for unloading at the specified place.
- Specify the exact point of delivery within the exact place. The seller bears the risk until this point and should make sure that the contract of carriage is formulated precisely.
- This term requires the seller to clear the goods for export, if applicable. However, no such requirement exists for the clearance of the goods for import.
- If the seller is intended to clear the goods for import, pay any import duty and carry out any import customs formalities, then use DDP instead.
- If the seller has any costs under the contract of carriage associated with unloading at the place of destination, the seller can not recover such costs from the buyer unless so agreed.

#### 4.4 Delivery of Dutiable Goods

Deliveries of goods in bond with certificate of shipment remain exceptions and are subject to individual agreements with the point of consolidation and the receiving plant.

#### 4.5 Surplus Deliveries

Surplus deliveries will not be accepted! The surplus quantities will be returned to the Supplier at his expenses. If return shipments prove impossible due to customs difficulties, all expenses resulting from such situation shall be invoiced to the Supplier (e.g. warehousing, capital lockup etc.). See also clause 9, "Process Disturbances".

#### 4.6 Special Freights

Special freights need to be coordinated with the parties concerned. In order to avoid unnecessary costs, the minimum quantity to be shipped is to be determined and arranged for.

If the need for special freights is caused by the Supplier, the Supplier shall organise and pay for them. If the need for special freights is caused by LEONI Wiring Systems, LEONI Wiring Systems shall pay for them. In such a case, the supplier shall contract a service provider selected by LEONI Wiring Systems. If contracting of such service provider is impossible, supplier and the LEONI Wiring Systems site concerned are to discuss the additional costs and put the agreement in writing.

The supplier and LEONI Wiring Systems shall furthermore contact the forwarder and find out if and how possible departures from the consolidation point can be made use of.

#### 5. Claims Settlement

Unless special procedures have been agreed upon, LEONI Wiring Systems reserves the right to refuse acceptance of damaged goods and to return the shipment to the Supplier. All costs arising from the damage shall be charged to the causer.

#### 6. Shipping Documents

The collection announcements and freight documents need to include the final destination (e.g. LEONI Tunisia etc.). The shipping papers for goods to be exported shall be provided by the Supplier. LEONI Wiring Systems will inform the Supplier about the requirements of the individual countries. If the information requested is not provided in due time, the Supplier is held to contact the person indicated in the respective appendix. All documents are to be made out to the ordering LEONI Wiring Systems site. This is, in general, not the consolidation point.

LEONI Wiring Systems or a service provider contracted by LEONI Wiring Systems shall issue a free-of-charge export certificate for the Supplier.

#### 7. Release Orders

#### 7.1 Call-off Survey / Requirements Forecast According to EDI (VDA / EDIFACT or Odette)

To warrant smooth production and delivery processes, LEONI Wiring Systems provide their Suppliers scheduling agreements with call-off surveys and requirements forecasts that correspond to those of their own customers. The release orders include quantities and due dates according to the Incoterms. Unless agreed otherwise, valid orders of LEONI Wiring Systems are based on cumulative quantities (CQ) for production release and raw material release only, cf. subclause 7.6.. Interpretation of delivery date equals subclause 4.2. An order acknowledgement is not requested. The indicated quantities and dates are valid unless objected to within 2 working days from call-off notification.

The Supplier must receive the final release order early enough to guarantee punctual delivery at normal production and transport conditions.

The rolling requirements forecast shall be updated at least once a week. For local Suppliers, LEONI Wiring Systems can add daily needs through Kanban.

#### 7.2 Short-term Quantity Variances

Quantity reductions of up to 20 % are to be taken into consideration for the next delivery date. Quantity increases of +20% need to be realized within 5 working days.

#### 7.3 Wrong Release Orders

If the Supplier does not receive any call-offs / orders within the specified or usual cycles, he shall inform the respective LEONI Wiring Systems plant immediately. The Supplier shall clarify wrong or for him implausible release orders with the plant in question.

#### 7.4 VMI / CMI Software Solutions

To make the material flow as transparent as possible, LEONI Wiring Systems has decided to combine the release order with an internet-based software solution that is made available to each Supplier. The software shows both Supplier and LEONI permanently updated data about

- > Raw material inventory
- Requirements
- Quantities in transit
- Goods income
- > Actual consumption

The data are provided to all parties 24 hrs / 7 days. The Supplier can use one of the following supply solutions:

- Vendor Managed Inventory (VMI)
- > Collaborative Managed Inventory (CMI)

The standard VMI allows the Supplier to deliver according to the MIN / MAX limits in the VMI tool. With CMI, the Supplier receives a detailed call-off at a defined point in time which he needs to fulfil. If deliveries follow the VMI/CMI principles, the release order as described in subclause 7.1 serves as forecast and is not binding for delivery. Delivery itself is carried out according to the current VMI tool data. The parameters for the MIN/MAX formula (delivery time, shipping preparation etc.) are defined in cooperation with the Supplier. Special agreements can be made in writing and attached as a separate appendix.

#### 7.5 Delayed Delivery

LEONI Wiring Systems is to be informed immediately of all difficulties concerning delivery. The supplier shall introduce containment actions and set binding alternate dates. See also chapter 12, "Emergency Plans and Strategies" of the Quality Assurance Agreement.

In case of risk of bottleneck in a LEONI Wiring Systems plant, the procurement specialist sends by Email to the Supplier contact a bottleneck notification (see appendix 6). The Supplier feedback is mandatory within 24 hours from the Supplier with action plan (special measures) and/or cost take over. All bottleneck notifications have impact on the Suppliers delivery performance evaluation.

#### 7.6 Production and Raw Material Release

The time periods for the production and raw material releases are given in the release orders, c.f. subclause 7.1. Unless agreed otherwise, a production release allows four (4) weeks of production and a raw material release another four (4+4) weeks of material procurement.

#### 8. Process Disturbances

Any extra effort caused by the Supplier shall be billed accordingly. A non exhaustive list of possible errors and disturbances is given below. The charges for the single items are indicated in the respective appendix 5.

Missing barcode-capable label per packed unit

- Repacking due to incorrect picking and collation (e.g. mixed pallet with more than one receiver per cargo unit; damaged packaging)
- > Bottleneck handling failures (e.g. organisation of extraordinary trips caused by the Supplier)
- Manual processing of the shipping data due to incorrect remote data transmission
- Packaging contrary to specifications, repacking becomes necessary (e.g. wood pallets for overseas transport without official phytosanitary certificate)
- Missing or faulty customs documents per occurrence
- Material returns caused by supplier
- > Goods not ready for collection at agreed upon date second pickup
- > Surplus deliveries
- > Non-performance in delivery or quality

If above items cause additional costs (e.g. production standstill), they will also be charged to the causer. LEONI Wiring Systems promises to inform the Supplier of all disturbances and support settlement.

#### 9. General

In case of a disturbance, both parties shall adapt to the changed situations and conditions in good faith and within the realms of possibility.

Changes and deviations from these Terms must be made in writing.

If any provision or any part thereof in these Terms is found or held to be void or invalid in any jurisdiction in which these Terms are being performed, such invalid or void provision shall be replaced by another provision, as negotiated in good faith between the parties, which is as similar as possible in economic terms to such invalid or void provision and the remainder of these Terms shall be valid and enforceable to the fullest extent permitted by law

#### 10. Appendixes

Appendix 1 Overview plant, consolidation centre and contracted carrier

Appendix 2 Logistics Contacts at LEONI

Appendix 3 EDI – PPS-System FORS

Appendix 4 EDI - PPS-Systems SIGIP

Appendix 5 Penalty Catalog

Appendix 6 Production bottleneck notification page 1

Appendix 6 Production bottleneck notification page 2

Appendix 7 Pick up announcement

APPENDIX 1 OVERVIEW PLANT, CONSOLIDATION CENTRE AND CONTRACTED CARRIER

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Logistics Terms of LEONI Bordnetz-Systeme GmbH - issued 11.07.2011 (applicable for LEONI Wiring Systems Division) - Page 14 of 23

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#### **APPENDIX 2 LOGISTICS CONTACTS AT LEONI**

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WMXHE	MX	Hermosillo		Quijada	Eduardo	eduardo.quijada@leoni.com	+52 741 0895 3324
WMXHE	MX	Hermosillo		Felix	Karyz	karyz.felix@leoni.com	+52 662 289 7100 (Xt 3721)
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WKRBU	KR	Busan		Geoff	Kim	geoff_kim@dktng.com	+82 51 974-7420
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WCNCW	PRC	Changchun	1				
WCNSH	PRC	Shanghai	1	Wang	Peter	peter.wang@leoni.com	+86 21 399 395 80

APPENDIX 3 EDI – PPS-SYSTEM FORS

And the second s	PMS-G	Supplier
Address	Marienstr. 7 90402 Niimbera	
Contact Person Logistics	Fr. Dehne (Logistics planning)	
	++49 – (0) 9321 – 304-746	
	nne@leoni.com	A STATE OF THE STA
Contact	Ciro Talotti (EDI-Admin.) -360	
	Michael Dotzler (EDI-Admin.) -458	
Department	ZIO-T	
	+49 911 2023-Durchwahl	
	+49 911 2023-258	
=	edi-systems@leoni.com	
Transmission protocol	Odette-FTP (VDA 4914/2)	
ISDN (recommended)	+49 (0)911 992388	
X.25 over ISDN (X.31)	+49 (0)911 2375081	
Odette code (SSID/SFID)	O0013000298LEONISCH	
	O0013000298LEONISCH	
Transmission code	EBCDIC (preferred) / ASCII	EBCDIC   / ASCII
Service	0-24 h	And other transfer and the state of the stat
Telecommunication standard of message / version	VDA 4905, VDA 4913	
Password	DRAHT	
Virtual file name	Look E-Mail	
Customer / supplier no.	Look E-Mail	

Cairo Changchun Shanghai Hermosillo / BMW FORS plants:

Guimaraes Bistrita Arad Trencin Ilava

Ostrzeszow Prokuplji

Sousse Strij Nab. Chelny Busan Bouznika

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# APPENDIX 4 EDI - PPS-SYSTEMS SIGIP

Could you please check the data indicated in this document, specify your EDI Address (Mailbox), your Supplier identification code number and return this document to: support.edi@leoni.com

EDI FORMATS		
Formats	LWS-F.	SUPPLIER
EDI partner	SXS	Please, indicate your EDI Partner
DELFOR Version DELINS Version (2 <sup>nd</sup> choice)	DELFOR Mixte-D-96A DELINS Odette V3 (subset GALIA)	Please, choose the format you want to receive
DESADV Version AVIEXP Version (2 <sup>nd</sup> choice)	DESADV-D-96A Subset A01051 AVIEXP V3	Please, indicate the format you want to send
INVOIC Version INVOIC Version (2 <sup>nd</sup> choice)	INVOIC-D-96A INVOIC V3	Please, indicate the format you want to send

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Mateur North

Bouznika Mateur South

Fellizano Bellegarde Viana Bouskoura

SIGIP Plants

Ez Zahra Gorodets

Pitesti Ain Sebâa

# APPENDIX 5 PENALTY CATALOG

Charges (from penalty catalogue)

no. hrs. total

a) 120 $\in$ basic amount (max. 1 hr) + 55 $\in$ for every further hour that was started	
Missing barcode-capable label per packed unit	
Repacking due to incorrect picking and collation	
Bottleneck handling - failures	
Manual processing of the shipping data due to incorrect remote data transmission	
Packing contrary to specifications, repacking necessary	
b) 120 € basic amount per occurrence	
Missing or incorrect customs documents per occurrence	
c) 120 € basic amount per shipment plus transport costs	
Material returns caused by supplier	
Surplus delivery	
Goods not grouped (for weekly pickup)	
Goods not ready for collection despite prior notification – second pickup	
	net total

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#### APPENDIX 6 PRODUCTION BOTTLENECK NOTIFICATION PAGE 1

Fehler! Es ist nicht möglich, durch die Bearbeitung von Feldfunktionen Objekte zu erstellen.

#### **APPENDIX 6 PRODUCTION BOTTLENECK NOTIFICATION PAGE 2**

Fehler! Es ist nicht möglich, durch die Bearbeitung von Feldfunktionen Objekte zu erstellen.

# APPENDIX 7 PICK UP ANNOUCMENT

Lieferant   Lief		ABHOLAUFI	IRA	Anschrift / Ans Name / Name: Tekefon/ Phone: Fax / Fax: Mall: RAG - DEL	Prechp	(Contact form Appendix)		LEONI	Bord	netz-	Bordnetz-Systeme	ame		
Conde   Pack	ieferadresse / Delive	ery Addre	:SS:											
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